that even had he surrendered value, to be allowed recovery he must have been without notice that the drawer had no money in the bank subject to check at the time.

BILLS AND NOTES—PURCHASER FOR VALUE.—The defendant made a promissory note to X. A bank, to which the plaintiff bank is successor, acquired this note as collateral security for the payment of X's note to it for a like amount, without any knowledge of anything that would have been a defense to the note as against X. After coming into possession of the note as collateral, the bank was notified by the defendant of matters that constituted a defense as between X and the defendant. After acquiring this knowledge the bank traded the note of X for the one of the defendant to X. In an action brought, the defendant pleaded these matters of defense. The lower Court held for the defendant, but this was reversed on appeal. *City National Bank* v. *Kelly* (Okla. 1915), 151 Pac. 1172.

The jurisdiction was one of those holding that one who takes a negotiable instrument as collateral security is a purchaser for value, and no part of the dispute arose on that point. The question was whether, after notice of the defects, the bank lost its rights as an innocent holder, by making the trade and thereby acquiring the absolute title. The theory on which the decision is based is that since a holder of a note as collateral could, in event of the failure of the payment for which the note is security, sell the collateral and purchase it himself, without losing any of his rights, so he might acquire absolute title in the manner described without letting any defenses intervene. But it would seem that there is a difference between those two situations. In the former instance, he would be purchasing from himself—a holder for value without notice—and therefore entitled to take the title of such holder. In the second instance —that of the instant case—he is purchasing the absolute title not from himself, but from X; as defenses exist against X, and he takes with notice, he is not a purchaser for value without notice, and should therefore be subject to the defenses. At least it might seem that should the state of facts arise again, the decision is not so convincing as to afford an impelling precedent.

CARRIERS—DE FACTO OFFICER.—In an action against a railroad, its special policeman, and another, for wrongful ejection and false imprisonment, the railroad defended on the ground that the arrest was made by an officer of the commonwealth, not a servant or employee of the railroad. A statute provided that the railroad might have certain persons appointed to act as policemen on trains, on execution of bond and taking the oath of office within a certain time after appointment. The person acting as officer in making this arrest had not complied with the statute, but the railroad contended that he was an officer *de facto* as between it and the party bringing suit. *Held,* a railroad, which had secured the officer's appointment, had no right to regard him as a *de facto* officer, because it was incumbent upon it to see that he was qualified to act as an officer *de jure* before giving the employment; and that the railroad was not in the position of a third